

LIMITED WARRANTY

SECTION 1 – DEALER/SELLER

REGISTRATION PAGE

DEALER/SELLER NAME			PHONE
ADDRESS	CITY	STATE	ZIP

SECTION 2 – BUYER INFORMATION

BUYER NAME			PHONE
ADDRESS	CITY	STATE	ZIP

SECTION 3 – VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER (VIN)
MILEAGE AT TIME OF SALE		VEHICLE PURCHASE DATE	VEHICLE PURCHASE PRICE

SECTION 4 – LIMITED WARRANTY INFORMATION

EFFECTIVE DATE	EXPIRATION DATE COVERAGE #1	EXPIRATION DATE COVERAGE #2
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COVERAGE

- 1. Condition Report Accuracy:** We guarantee the accuracy of the **Condition Report** provided to **You** at time of sale of the **Vehicle**. If during the Term of this **Limited Warranty**, **You** identify any **Covered Event** not disclosed in the **Condition Report**, **We** agree to cover the cost to remedy the **Covered Event**, subject to the **Limit of Liability** defined herein. **We** reserve the right to have any failure or condition identified by **You** inspected by a third-party to confirm the cost to remedy the failure and its qualification as a **Covered Event**. If the third-party value of the cost to remedy the failure is lower than the original estimated cost to remedy the **Covered Event**, the third-party value shall be the value for purposes of determining the cost to remedy the failure and its qualification as a **Covered Event**. In the event the third-party value is lower, the Buyer shall have the option of accepting payment of the third-party value amount as full payment and have the repairs performed at their own expense or have the repairs performed by the third-party. For any **Covered Event** with a cost of repair between Five Hundred Dollars (\$500) and Three Thousand Five Hundred Dollars (\$3,500), coverage is limited to repair or replacement of covered components up to the maximum **Limit of Liability** as defined herein. For any **Covered Event** with a cost of repair in excess of the maximum **Limit of Liability**, **You** can elect to: 1) return the **Vehicle** to the **Dealer/Seller** and coverage is limited to reimbursement to **You** for the **Cost You** paid for the transport of the **Vehicle** from the **Dealer/Seller** at the time of purchase up to a Maximum of up to Five Hundred Dollars (\$500), plus a refund of the purchase price of the **Vehicle** from the **Dealer/Seller**; or 2) participate with the **Warrantor** in re-negotiation of the purchase price of the **Vehicle** with **Dealer/Seller**. No other reimbursements will be paid to **You** for any costs that **You** incurred and/or any improvements or reconditioning that **You** performed to the **Vehicle**. All arrangements for return of the **Vehicle** to the **Dealer/Seller** will be coordinated between **You**, the **Warrantor**, and the **Dealer/Seller**. **You** agree to cooperate in the re-sale, re-title, and/or storage and transport of the **Vehicle**, as deemed necessary by the **Warrantor** and/or the **Dealer/Seller**.
- 2. Clear Title:** We guarantee that the **Dealer/Seller** will provide a transferable title to **You** within thirty (30) days. If **You** are not provided a transferable title within thirty (30) days, **You** can elect to have the sale voided with the **Dealer/Seller** and **We** will reimburse **You** for the **Cost** of transport **You** paid from the **Dealer/Seller** at the time of purchase of the **Vehicle** up to a Maximum of Five Hundred Dollars (\$500), plus a refund of the purchase price of the **Vehicle** from the **Dealer/Seller**. All arrangements for return of the **Vehicle** to the **Dealer/Seller** will be coordinated between **You**, the **Warrantor**, and the **Dealer/Seller**. No other reimbursements will be paid to **You** for any costs that **You** incurred and/or any improvements or reconditioning that **You** performed to the **Vehicle**. If voided, **You** agree to cooperate in the re-sale, re-title and/or storage and transport of the **Vehicle**, as deemed necessary by the **Warrantor** and/or the **Dealer/Seller**.

CLAIM PROCEDURES

In the event of a **Covered Event**, **You** must submit [Your claim through the Turn Automotive mobile application](#) and following the instructions provided to submit a claim form. Upon receipt of **Your** claim form, **Our** claim representative will contact **You** within twenty-four (24) business hours.

AUTHORIZATION IS REQUIRED FROM THE ADMINISTRATOR PRIOR TO ANY COVERED EVENT BEING REMEDIED. THIS IS NOT A VEHICLE LIABILITY INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE PHYSICAL DAMAGE INSURANCE CONTRACT.

EXCLUSIONS – WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty excludes the following:

1. Coverage for any claim associated with a vehicle with a sales price of Two Thousand Dollars (\$2,000) or less.
2. Coverage for any claim associated with a vehicle with more than three hundred (300) miles driven after the Effective Date, based upon the official odometer reading at the time of sale.
3. Repairs, replacements, or transport to **Dealer/Seller** performed without the **Administrator's** prior authorization.
4. Any failure with a **Cost** below Five Hundred Dollars (\$500).
5. For costs covered by any other warranty, insurance policy or guarantee, regardless of whether they honor such a warranty or guarantee.
6. Damage that results from someone altering or modifying the **Vehicle** from the original manufacturer's specification after sale of the **Vehicle** to **You**, including but not limited to modifications to the: frame, suspension or body lift kits, wheels/tires (not to OEM specifications), emission systems, exhaust system, engine, transmission and differential.
7. Failures caused by the misuse of the **Vehicle**, tampering with the **Vehicle**, improper adjustments, improper fuels, fluids, lubricants or grease; improper maintenance, failing to maintain the **Vehicle** in accordance with the manufacturer's recommendations.
8. Parts and labor needed to maintain **Your Vehicle** or parts of the **Vehicle** that require regular maintenance as recommended by the manufacturer's maintenance or replacement intervals.
9. Freon and Filters are not covered. Fluids are not covered (unless required with the repair of a covered component or service).

10. Consequential loss or damage whatsoever, including loss, damage or injury to person(s) or property resulting from the breakdown of any parts of **Your Vehicle**, the replacement of which are covered under the terms and conditions of this **Limited Warranty**.
11. Fraudulent representations to obtain this **Limited Warranty** or when presenting a request for coverage under this **Limited Warranty**.
12. Taxes and Non-related repair facility charges, such as shop supplies.
13. Repairs if **Your Vehicle** has been declared a total loss, salvaged or junk vehicle.
14. Repairs of water and air leak, rattles, squeaks and wind noise.
15. In the event a claim has been paid by **Us** to remedy a failure, the **Vehicle** does not qualify for transport coverage.
16. In the event the **Vehicle** is returned to the **Dealer/Seller**, no coverage will be afforded under the **Condition Report** accuracy coverage.
17. Liability for consequential or incidental damage to property or injury or death of any person.
18. Coverage for any failure or condition which is disclosed on the **Condition Report** at time of sale of the **Vehicle**.

DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this **Limited Warranty**:

Administrator – Auto Knight Motor Club, Inc., 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256, 844-241-5518.

Condition Report – The report and pictures provided to **You** at time of sale of the **Vehicle** indicating the condition of the **Vehicle's** components and parts.

Cost – The charges for parts and labor necessary to repair or replace covered parts or to transport **Your Vehicle** to and from the **Dealer/Seller**. Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality at the time of repairs at the discretion of the **Administrator and/or Warrantor**. Parts will be reimbursed up to manufacturer's suggested list price for parts.

Covered Event – **Vehicle** condition not disclosed on **Condition Report** for which a single event cost to remedy is in excess of Five Hundred Dollars (\$500), subject to the **Limit of Liability** and the other terms and conditions contained herein. **Covered Events** with a cost of below Five Hundred Dollars (\$500) cannot be combined to reach the Five Hundred Dollar (\$500) claim threshold.

Dealer/Seller – The **Dealer/Seller** of the **Vehicle** to **You** as identified in the **Dealer/Seller** Information section of the Registration Page.

Effective Date – The **Effective Date** as indicated in the **Limited Warranty** Information section of the Registration Page, represents the transaction date on which the **Covered Vehicle** was purchased by **You**.

Expiration Date – The Expiration Date as indicated in the **Limited Warranty** Information section of the Registration Page, shall be fourteen (14) days for Coverage #1 and thirty (30) days for Coverage #2 from the **Effective Date** as indicated in the **Limited Warranty** Information section of the Registration Page, and represents the date(s) at which coverage under this **Limited Warranty** ceases for **You** or any subsequent purchasers of the **Covered Vehicle**.

Limit of Liability – Our liability coverage under the **Limited Warranty** shall only apply for a **Covered Event**. Our maximum amount of liability for coverage for all **Covered Events** combined and the total of all benefits payable for the term of the **Limited Warranty** shall not exceed the lesser of the following: 1) the original **Vehicle** Purchase Price as shown on the Registration Page; 2) the NADA Guide for trade in value of the **Vehicle** at the time of repair; or 3) Three Thousand Five Hundred Dollars (\$3,500.00). Upon the occurrence of a **Covered Event**, coverage shall apply from the first dollar up to the maximum amount of liability for coverage for all **Covered Events** combined, as defined above. In no event will liability for transport coverage exceed Five Hundred Dollars (\$500) for **You**.

Limited Warranty – This agreement providing vehicle repair coverage which is a contract between **You** and **Us**.

Limited Warranty Term / Term – The period this **Limited Warranty** is in force for fourteen (14) days for Coverage #1 and for thirty (30) days for Coverage #2 as indicated in the **Limited Warranty** Information section of the Registration Page. This **Limited Warranty** begins on the Effective Date indicated in the **Limited Warranty** Information section and ends on the **Expiration Date** indicated in the **Limited Warranty** Information section.

Vehicle or Covered Vehicle – The **Vehicle** described in the **Vehicle** Information section on the Registration Page.

Warranty – Any warranty of the manufacturer or any other warranty required by a state or given by a **Dealer/Seller** or Repair Facility.

Warrantor (“We”, “Us”, “Our”) – Turn Automotive, 2 Kiel Avenue, PMB 241 Kinnelon New Jersey, 07405.

You or Your – The Buyer identified under the Buyer Information section on the Registration Page.

CANCELLATION OF THIS LIMITED WARRANTY

This **Limited Warranty** has been provided to **You** at no cost in conjunction with purchase of the **Covered Vehicle** and is non-cancellable.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Limited Warranty**), **You, We**, and the **Administrator** (the “Parties”) are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Limited Warranty**, including but not limited to claims related to the underlying transaction giving rise to this **Limited Warranty**, or claims related to the sale, financing or fulfillment of this **Limited Warranty** (collectively, “Claims”), shall be resolved by final and binding arbitration. “Claims” shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. “Claims” does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Limited Warranty** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Limited Warranty**. The Parties agree and acknowledge that the transaction evidenced by this **Limited Warranty** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Limited Warranty** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including **You**, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Limited Warranty** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or

the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS LIMITED WARRANTY (THE DATE OF PURCHASE BEING INDICATED ON YOUR LIMITED WARRANTY. To opt out, **You** must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration/Class Action Waiver Opt Out." **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Limited Warranty**; and (c) the **Warrantor**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.